



"To enrich lives through effective and caring service"



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#27 JULY 6, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

July 06, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE NO-FEE PERMIT THAT WAIVES FEES FOR THE AVP PRO BEACH VOLLEYBALL
TOUR INC.'S MANHATTAN BEACH OPEN IN EXCHANGE FOR PROVIDING YOUTH
VOLLEYBALL CAMPS AT DOCKWEILER STATE BEACH
(4th DISTRICT)
(3 VOTES)**

SUBJECT

This action is to approve a no-fee permit that will waive fees for the AVP Pro Beach Volleyball Tour, Inc.'s Manhattan Beach Open in exchange for providing youth volleyball camps at Dockweiler State Beach.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the recommended actions are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 4, Section 15304(e) of the State CEQA Guidelines, and Class 4(j) of the County's Environmental Document Reporting Procedures and Guidelines.
2. Authorize and instruct the Director of the Department of Beaches and Harbors (Director) to sign a one-year no-fee Permit, with a one-year option extension, with the AVP Pro Beach Volleyball Tour, Inc. (AVP) to conduct volleyball camps, valued annually at \$24,250, that will be provided for underserved youth from all five Supervisorial Districts over a five-week period this summer at Dockweiler State Beach. In exchange for these camps, the Department will waive \$24,250 in County fees for the 2010 AVP NIVEA Tour Manhattan Beach Open (Attachment A).
3. Grant the Director authority to execute nonmaterial amendments to the Permit.

4. Authorize the Director to consent to a one-year option extension of the Permit.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This proposed Permit would waive a portion of the gross receipts fees paid annually to the County by the AVP Pro Beach Volleyball Tour, Inc. (AVP) for conducting the AVP Manhattan Beach Open, normally held on Manhattan County Beach in August of every summer, in exchange for the AVP conducting volleyball camps to teach volleyball skills to youth ages 13 to 17, providing them with a healthy outlet during the summer months in a safe and nurturing environment. The five one-week camps will be held from July 9th through August 12th at the Dockweiler State Beach volleyball center, offering 4 hours of camp activities, including no less than two hours of volleyball training. The camps will serve a minimum of 250 children over the course of the five-week period, with a minimum of 50 coming from each of the five Supervisorial Districts.

These camps are expected to play an important role in benefiting underserved youth by providing them with volleyball instruction, taught by beach volleyball players associated with the AVP. The children will also receive instruction on marine systems, general health and nutrition. In addition, the camps will play an important role in encouraging greater recreational and youth program use of the Dockweiler Beach volleyball center.

Implementation of Strategic Plan Goals

The services to be obtained through this Permit will promote the County's Strategic Plan Goal of Community and Municipal Services by providing volleyball camps to school-age children of Los Angeles County through this service arrangement with the AVP. Issuance of the Permit will also promote the County's Strategic Plan Goal of Children, Family and Adult Well-Being by delivering a quality, no-cost, structured recreational experience for underserved children from all five Supervisorial Districts.

FISCAL IMPACT/FINANCING

The County will waive up to \$24,250 in gross receipts fees that otherwise may become due from the AVP for the 2010 AVP NIVEA Tour Manhattan Beach Open in return for the County receiving five one-week volleyball camp programs without charge. The AVP will be credited with a rate of \$19.40 per child, per day, for each of the 25 days of instruction for a total of up to 250 camp participants, except that the total amount credited to the AVP will not exceed the fee amount waived by the County.

The AVP must make every diligent effort to register a minimum of 50 youths from each of the five Supervisorial Districts for the camps. However, if the AVP cannot secure the 50 youth minimum from a specific Supervisorial District, the AVP will need to substitute an additional two participants from a Supervisorial District with more than 50 participants for every missing participant from an underrepresented Supervisorial District. This substitution requirement will help to ensure the AVP serves as many underserved youth from throughout the entire County as possible.

The same fiscal impact will occur in 2011 if the option year is exercised.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Director will issue a formal written Permit (Attachment A), in accordance with the authority granted to the Director by Los Angeles County Code Section 2.116.020, upon approval by your Board. The Permit has been reviewed by County Counsel and the CEO's Risk Management Branch to ensure compliance with County indemnification, insurance and other standard provisions. The AVP remains obligated each year to apply for and obtain a separate Beach Use Permit from the Department to hold the AVP Open on Manhattan County Beach.

At its meeting of June 23, 2010, the Beach Commission will consider the recommendation to approve the AVP No-Fee Permit in the form attached, and its action will be communicated to your Board prior to your Board's consideration of the matter. County Counsel has approved the document as to form.

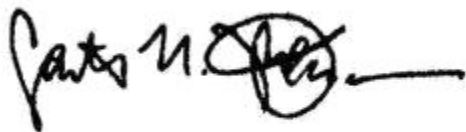
ENVIRONMENTAL DOCUMENTATION

Approval of this Permit is categorically exempt from CEQA under Class 4, Section 15304(e) of the State CEQA Guidelines in that this project will be a minor temporary use of land having negligible or no permanent effects on the environment, as well as under Class 4(j) of the County's Environmental Document Reporting Procedures and Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this no-fee Permit will enable the Department to substantially increase the quality of recreational experiences available to County youth ages 13 through 17 from all five Supervisorial Districts.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Santos H. Kreimann", followed by a horizontal line.

SANTOS H. KREIMANN
Director

SHK:cl

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

REVOCABLE PERMIT FOR USE OF DOCKWEILER BEACH VOLLEYBALL CENTER
BY THE AVP PRO BEACH VOLLEYBALL TOUR, INC.

1 GENERAL CONDITIONS

1.1 Parties. This Permit is issued by the County of Los Angeles (the "County") to the AVP Pro Beach Volleyball Tour, Inc. ("AVP" or "Permittee").

1.2 Recitals. The County desires to provide beach volleyball-related recreational opportunities for youth through its Department of Beaches and Harbors (the "Department"). In accordance with Los Angeles County Code Section 2.116.020, the Director of the Department of Beaches and Harbors (the "Director"), subject to the authority of the Board of Supervisors, may license the use of portions of the County's harbors and beaches. The AVP desires to have its gross receipts fees waived for the AVP Manhattan Beach Open (the "Event") conducted on Manhattan County Beach. In exchange for the waiver of a portion of these fees, the AVP will use the volleyball center, located at Dockweiler Beach, and the Dockweiler Youth Center to conduct camps that teach volleyball-related skills to underserved youth ages 13 to 17 from the five Supervisorial Districts of the County, as described in this Permit.

1.3 Interpretation

1.3.1 Headings. The headings contained in the Permit are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Permit.

1.3.2 Definitions. The following words shall be construed to have the following meanings:

- *County.* The County of Los Angeles.
- *Department.* The Los Angeles County Department of Beaches and Harbors.
- *Director.* The Director of the Department.
- *Event.* The AVP Manhattan Beach Open held at Manhattan County Beach.
- *Permittee.* The AVP Pro Beach Volleyball Tour, Inc. (AVP).
- *Premises.* The County-operated beach area described in Section 2.2.

2 SCOPE OF PERMIT

2.1 Permit. The County permits the Permittee, and the Permittee accepts, the privilege of using the Premises as described in Section 2.2. The AVP may conduct

volleyball camps at the Premises in accordance with the terms and conditions stated in this Permit. The AVP expressly understands that the privilege granted is a Permit, not a lease, and is a revocable and unassignable permission and privilege to occupy the designated property only long enough to fulfill the designated uses described in this Permit. This Permit does not grant or reserve to the AVP any interest in any real property or estate.

2.2 Premises. The County-operated premises subject to this Permit are the Dockweiler Youth Center and the Dockweiler Beach volleyball center located at Dockweiler State Beach in Los Angeles, specifically the volleyball courts located on the sand between Lifeguard Towers #57 and #58. The Director may designate, with the Permittee's approval, other beach locations operated by Los Angeles County to serve as the Premises for this Permit's activities.

3 TERM. The Permit shall be effective on July 9, 2010 and shall expire July 8, 2011, unless earlier revoked by the Director in accordance with the terms hereof. The Director may, in his sole discretion, revoke the Permit on 15 days' written notice to the Permittee. The Permit may be extended for one (1) one-year period at the sole discretion of the Director. The Permittee must submit its extension request in writing to the Director at least 60 days prior to the expiration of the Permit.

4 CONDITIONS OF USE

4.1 Fees. In consideration of the services to be rendered by the Permittee, the County will waive up to \$24,250 of the gross receipts fees that are anticipated to be due and owing by the AVP to the County for the Event, subject to the conditions in Section 4.9. However, the AVP will remain obligated to separately apply for and be granted a Beach Use Permit to be able to hold the Event.

4.2 Permittee's Improvements. The Permittee may not build or install any improvements on the Premises.

4.3 Permittee's Repair of Premises. The Permittee will repair or replace any and all County property lost, damaged or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to promptly make repairs to the satisfaction of the County, the County may have repairs made and Permittee shall be responsible to reimburse the County for costs incurred by the County, plus maximum interest allowed by law.

4.4 Cessation of Activities. In the event that an authorized representative of the County finds that the activities being held on the Premises by the Permittee endanger the health or safety of persons on or near the Premises, the representative may require that this Permit immediately be terminated or held in abeyance until said endangering activities cease.

4.5 Parking. The County will provide parking for the AVP instructors conducting the volleyball camp sessions. The County will also provide parking for vehicles used to transport camp participants to and from the Premises.

4.6 Signage. The Permittee may not place any form of advertising material, signs or structures on or about the Premises except as authorized in writing by the Director.

4.7 Supervision. The Permittee shall supervise and direct the Permittee's instructors and camp participants while they are on the Premises.

4.8 Permittee's Services. The Permittee shall provide the services described in this Section on mutually agreed-upon dates during the term of the Permit, recognizing that the services should be rendered as five (5) one-week camp programs during the summer to afford the greatest degree of access to participants. Specifically, the Permittee shall provide at the Premises no less than five (5) one-week volleyball camp sessions, or 25 days, that are at least four hours each day, with a minimum of 50 youth ages 13 to 17 from each of the five Supervisorial Districts of the County over the course of the five weeks (minimum aggregate total of 250 participants) and no less than two hours of volleyball instruction during each four-hour session. One-half hour each week may be set aside for classroom time regarding marine systems, general health and nutrition. The AVP will provide enough instructors to maintain a ratio of 25 to 1 between the AVP instructors and camp participants. While the County will provide volleyball courts with nets, the AVP will supply all other instructional items needed for the clinic sessions (e.g., boundary lines, volleyballs, etc.).

4.9 Payment by AVP of County Fees Waived in Section 4.1. The AVP will be required to repay fees waived by County in Section 4.1 if any of the following occur: (1) the AVP violates any condition(s) of this Permit that subsequently causes the Director to terminate the Permit, which could result of non-compliance with (2), (3), and/or (4); (2) the total number of camp participants falls below 250; (3) a minimum of 50 participants from each of the five Supervisorial Districts of the County is not achieved; or (4) any camp participant misses any day session over the course of the five-week camp program. If any of the above occurs,

then the AVP will repay a prorated refund equal to \$19.40 per missed day, per missing camp participant or per missed day for the number of participants below the 50 required from each Supervisorial District, except that the total amount refunded by the Permittee will not exceed the fee amount waived by the County. However, Permittee may substitute an additional two participants from a Supervisorial District with more than 50 participants to replace each missing participant from an underrepresented Supervisorial District. Repayment of any of these fees will be made by the AVP to the County within 30 days of receiving such written notice from the County.

4.10 Compliance with Applicable Law. In the performance of this Permit, Permittee shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Permit are hereby incorporated herein by reference.

4.11 Compliance with Civil Rights Laws. The Permittee hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Permit or under any project, program, or activity supported by this Permit.

4.12 Non-Discrimination and Affirmative Action. The Permittee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

The Permittee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Permittee certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

The Permittee certifies and agrees that it, its affiliates, subsidiaries, or holding companies, shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Permit or under any project, program, or activity supported by this Permit.

The Permittee certifies and agrees that it, its affiliates, subsidiaries, or holding companies, shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Permit or under any project, program, or activity supported by this Permit.

If the County finds that any provisions of this subparagraph have been violated, such violation shall constitute a material breach of this Permit upon which the County may terminate or suspend this Permit. While the County reserves the right to determine independently that the anti-discrimination provisions of this Permit have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Permittee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Permittee has violated the anti-discrimination provisions of this Permit.

The parties agree that in the event the Permittee violates any of the anti-discrimination provisions of this Permit, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Permit.

5 GOVERNING LAW, JURISDICTION AND VENUE. This Permit shall be governed by, and construed in accordance with, the laws of the State of California. The Permittee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Permit and further agrees and consents that venue of any action

brought hereunder shall be exclusively in the County of Los Angeles.

6 INDEMNIFICATION. The Permittee shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Permittee's, or its officers', employees', agents', or subcontractors', acts and/or omissions arising from and/or relating to this Permit.

Any legal defense pursuant to Permittee's indemnification obligations under this section shall be conducted by Permittee and performed by counsel selected by Permittee and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Permittee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Permittee for all such costs and expenses incurred by County in doing so. Permittee shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

7 INSURANCE

7.1 General Requirements. Without limiting the Permittee's indemnification of County, and in the performance of this Permit and until all of its obligations pursuant to this Permit have been met, the Permittee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified below in this Section and the "Insurance Coverages" Section of this Permit. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Permittee pursuant to this Permit. The County in no way warrants that the Required Insurance is sufficient to protect the Permittee for liabilities which may arise from or relate to this Permit.

7.2 Evidence of Coverage and Notice to County. A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Sponsor's General Liability policy, shall be delivered to County at the address shown below and

provided prior to commencing services under this Permit.

Renewal Certificates shall be provided to County not less than 10 days prior to Permittee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Permittee and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Permit by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Permittee identified as the contracting party in this Permit. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Permittee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors
Community and Marketing Services Division
4701 Admiralty Way
Marina del Rey, CA 90292

Permittee also shall promptly report to County any injury or property damage accident or incident, including any injury to a Permittee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Permittee. Permittee also shall promptly notify County of any third party claim or suit filed against Permittee or any of its subcontractors which arises from or relates to this Permit and could result in the filing of a claim or lawsuit against Permittee and/or County.

7.3 Additional Insured Status and Scope of Coverage. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided additional insured status

under Permittee's General Liability policy with respect to liability arising out of Permittee's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Permittee's acts or omissions, whether such liability is attributable to the Permittee or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

7.4 Cancellation of Insurance. Except in the case of cancellation for non-payment of premium, Permittee's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than 30 days' advance written notice by mail of any cancellation of the Required Insurance. Ten days' prior notice may be given to County in event of cancellation for non-payment of premium.

7.5 Failure to Maintain Insurance. Permittee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Permit, upon which County immediately may suspend or terminate this Permit. County, at its sole discretion, may obtain damages from Permittee resulting from said breach.

7.6 Insurer Financial Ratings. Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

7.7 Permittee's Insurance Shall Be Primary. Permittee's insurance policies, with respect to any claims related to this Permit, shall be primary with respect to all other sources of coverage available to Permittee. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Permittee coverage.

7.8 Waivers of Subrogation. To the fullest extent permitted by law, the Permittee hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Permit. The Permittee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

7.9 Subcontractor Insurance Coverage Requirements. Permittee shall include all subcontractors as insureds under Permittee's own policies or shall provide County with each

subcontractor's separate evidence of insurance coverage. Permittee shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and shall require that each subcontractor name the County and Permittee as additional insureds on the subcontractor's General Liability policy. Permittee shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

7.10 Deductibles and Self-Insured Retentions (SIRs). Permittee's policies shall not obligate the County to pay any portion of any Permittee deductible or SIR. The County retains the right to require Permittee to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Permittee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

7.11 Claims Made Coverage. If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Permit. Permittee understands and agrees it shall maintain such coverage for a period of not less than three years following Permit expiration, termination or cancellation.

7.12 Application of Excess Liability Coverage. Permittee may use a combination of primary and excess insurance policies, the latter which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

7.13 Separation of Insureds. All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

7.14 Alternative Risk Financing Programs. The County reserves the right to review, and to approve, Permittee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

7.15 County Review and Approval of Insurance Requirements. The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8 INSURANCE COVERAGE

8.1 Commercial General Liability. Permittee must provide insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with a combined single limit of not less than \$5 million per occurrence. If written with an annual aggregate limit, the aggregate limit shall be not less than three times the required occurrence limit.

8.2 Automobile Liability. Permittee must provide insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Permittee's use of autos pursuant to this Permit, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.3 Workers Compensation and Employers' Liability. Permittee must provide insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Permittee will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days' advance written notice of cancellation of this coverage provision. If applicable to Permittee's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers' or workmen's compensation law or any Federal occupational disease law.

9 STATUS OF PERMITTEE'S EMPLOYEES: INDEPENDENT STATUS OF PERMITTEE

9.1 This Permit is by and between the County and the Permittee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Permittee. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.2 The Permittee shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Permit all compensation and benefits. The County shall have no

liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Permittee.

9.3 The Permittee understands and agrees that all persons performing work pursuant to this Permit are, for purposes of Workers' Compensation liability, solely employees of the Permittee and not employees of the County. The Permittee shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Permittee pursuant to this Permit.

10 COUNTY LOBBYIST. Permittee agrees that each "County Lobbyist" as defined in Los Angeles County Code Section 2.160.010 retained by the Permittee shall fully comply with the County Lobbyist Ordinance that is set forth in Los Angeles County Code Chapter 2.160. Failure on the part of any County Lobbyist retained by the Permittee to comply with the County Lobbyist Ordinance shall constitute a material breach of this Permit upon which the County may immediately terminate this Permit, upon written notice thereof to Permittee.

11 EMPLOYMENT ELIGIBILITY VERIFICATION

11.1 The Permittee warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Permit meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Permittee shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations, including but not limited to the Immigration Reform and Control Act of 1986 (P.L. 99-603), as they currently exist or as they may be hereafter amended. The Permittee shall retain all such documentation for all covered employees for the period prescribed by law.

11.2 The Permittee shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Permittee or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Permit.

12 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

12.1 The Permittee shall maintain accurate and complete financial records of its activities and operations relating to this Permit in accordance with generally accepted accounting principles. The Permittee shall also maintain accurate and complete employment and other records relating to its performance of this Permit. The Permittee agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Permit. All such material, including but not limited to all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Permittee and shall be made available to the County during the term of this Permit and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Permittee at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Permittee shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

12.2 In the event that an audit of the Permittee is conducted specifically regarding this Permit by any Federal or State auditor, or by any auditor or accountant employed by the Permittee or otherwise, then the Permittee shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Permittee's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Permit. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such report(s).

12.3 Failure on the part of the Permittee to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Permit upon which the County may terminate or suspend this Permit.

13 RECYCLED BOND PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Permittee agrees to use recycled-content paper to the maximum extent possible on this Permit.

14 NOTICES

14.1 All notices and statements to be given hereunder shall be given at the respective addresses of the parties as set forth below, unless notification of a change of

address is given in writing. Any notice concerning this Permit shall be sent by United States mail with postage prepaid or by telefacsimile or other electronic transmission and shall be effective upon receipt. Permittee shall maintain an address within California as the address to which such notice shall be given. Permittee shall designate an agent with a California address to accept service of process. The addresses for notice and agents for service of process are:

COUNTY: County of Los Angeles
Department of Beaches and Harbors
4701 Fiji Way
Marina del Rey, CA 90292
Attention: Community and Marketing
Services Division Chief

SPONSOR: The AVP Pro Beach Volleyball Tour, Inc.
960 Knox Street, Suite A
Torrance, CA 90502
Attention: Jason Hodell

15 AMENDMENT. All material amendments that change the scope of this Permit, increase the County's financial responsibility or impose additional

liability on the County must be executed with approval of the Los Angeles County Board of Supervisors. The Director has the discretion to implement any nonmaterial changes to this Permit. All changes to the Permit must be in writing and shall not be effective until executed by the Permittee and the Director.

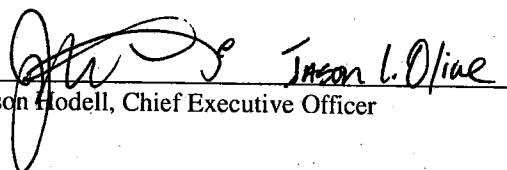
16 ASSIGNMENT AND DELEGATION. The Permittee may not assign its rights or delegate its duties under this Permit, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. County consent shall require written amendment to the Permit, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Permit shall be deductible, at County's sole discretion, against the claims which Permittee may have against County.

EXECUTED ON _____, 2010

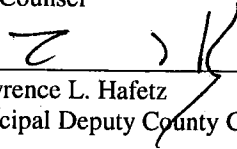
PERMITTOR:
County of Los Angeles

Santos H. Kreimann, Director
Department of Beaches and Harbors

PERMITTEE:
AVP Pro Beach Volleyball Tour, Inc.

Jr 
Jason Hodell, Chief Executive Officer

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

By: 
Lawrence L. Hafetz
Principal Deputy County Counsel